

**Exhibit A**

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

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2. ~~4.~~ The Debtors shall, subject to the terms of this order, grant the PBGC, pursuant to sections 361, 363(c)(2), and 363(e) of the Bankruptcy Code, adequate protection of the PBGC's asserted interest, on account of ~~\$255~~up to \$750 million in unpaid contributions to the Delphi Plans (as defined below), in ~~\$255~~up to \$750 million of the cash (collectively, the "Adequate Protection Obligations") that will be accumulated by DASHI from the Debtors' non-U.S. global affiliates (the "Global Affiliates") ~~to effectuate the transaction contemplated in the Motion and subsequently transferred to DAS LLC pursuant to the Intercompany Transfers.~~

3. ~~5.~~ To secure the Adequate Protection Obligations, the PBGC (for the benefit of the Delphi Retirement Program for Salaried Employees, the Delphi Hourly- Rate Employees Pension Plan, the Packard-Hughes Interconnect Bargaining Retirement Plan, and the Packard-Hughes Interconnect Non-Bargaining Retirement Plan, collectively the "Delphi Plans") is hereby granted (effective and perfected upon the transfer of the accumulated cash described in paragraph ~~4~~2 above from DASHI to DAS LLC and without the necessity of the execution by the Debtors of security agreements, pledge agreements, financing statements or other agreements) valid, perfected replacement security interests in and liens in the amount of ~~\$255~~up to \$750 million (the "Replacement Liens") upon those DASHI assets encumbered by the liens granted under this Court's ~~Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(e)(1), 364(e)(2), 364(e)(3), 364(d)(1), And 364(e) And Fed. R. Bankr. P. 2002, 4001 And 6004(g)(I) Authorizing Debtors To Obtain Post Petition Financing And (II) Authorizing Debtors To Refinance Secured Post Petition Financing And Prepetition Secured Debt (the "DIP Refinancing Order") (Docket No. 6461)~~DIP

Orders, which Replacement Liens shall be subject and subordinate to the liens granted to the DIP Agent (as defined in the DIP Refinancing Order) for the benefit of the DIP Lenders (as defined in the Second DIP ~~Refinancing~~ Extension Order) and any Setoff Claimant (as defined in the DIP Refinancing Order); provided, however, that the Adequate Protection Obligations and the resulting Replacement Liens granted hereunder to the PBGC shall be valid only to the extent that the PBGC's asserted liens on the cash to be accumulated by DASHI from the Global Affiliates are valid, perfected, enforceable and non-avoidable against such assets; provided further that all parties in interest in these cases shall retain and reserve the right to challenge the PBGC's purported liens on any grounds, including without limitation the enforceability, validity, perfection, and non-avoidability of such purported liens, and that all of PBGC's claims, defenses and arguments with respect to any such challenges are expressly reserved and preserved.

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Dated: New York, New York  
~~October~~ May \_\_, ~~2007~~ 2008

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UNITED STATES BANKRUPTCY JUDGE